

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2019-62-T - ORDER NO. 2019-302

MAY 14, 2019

IN RE:	Application of Truemove LLC d/b/a College)	ORDER GRANTING
	HUNKS Hauling Junk and Moving for a)	CLASS E CERTIFICATE
	Class E (Household Goods) Certificate of)	
	Public Convenience and Necessity for)	
	Operation of Motor Vehicle Carrier)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of Truemove LLC d/b/a College HUNKS Hauling Junk & Moving (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on April 24, 2019, in the offices of the Commission.

The parties at the hearing included the Applicant, represented by John J. Pringle, Jr., Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire. The Applicant presented the testimony of Kenneth E. Truelove, Jr., Owner of the Applicant. In addition, the Applicant offered the shipper witness affidavit testimony of James Tracey, a real estate agent based in Anderson, South Carolina, who stated the need for additional movers in South Carolina.

ORS did not present testimony but submitted a letter to the Commission on April 23, 2019, stating that “ORS is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133.”

For the Applicant, Mr. Truelove testified about his knowledge and experience in the moving industry and stated that he was aware of and intended to comply with the Commission’s regulations concerning household goods movers. Mr. Truelove testified about the liability and cargo insurance obtained by the Applicant, as well as the financial condition of the Applicant.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find that the public convenience and necessity is not already being served by an existing authorized service. Therefore, the Application of Truemove LLC d/b/a College HUNKS Hauling Junk & Moving should be granted.

IT IS THEREFORE ORDERED:

1. The Application of Truemove LLC d/b/a College HUNKS Hauling Junk & Moving for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.

2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.

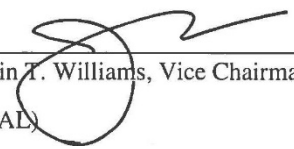
7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:



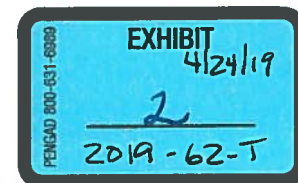
Comer H. Randall, Chairman


Justin T. Williams, Vice Chairman

(SEAL)

Truemove, LLC DBA College HUNKS Hauling Junk & Moving

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**



Truemove, LLC DBA College HUNKS Hauling Junk & Moving

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Truemove, LLC DBA College HUNKS Hauling Junk & Moving

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by TRUEMOVE, LLC DBA College HUNKS Hauling Junk & Moving. These services are furnished between points and places in South Carolina.

Truemove, LLC DBA College HUNKS Hauling Junk & Moving

SECTION 1

1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus a truck and travel fee. The clock starts at the appropriate hourly rate when the movers arrive at the shipper's location. The clock stops when the job is complete, and the movers depart from the destination location.

Hourly Rates

<i>Number of Movers</i>	<i>Monday-Thursday</i>	<i>Friday-Sunday</i>
Two Men and a Truck	\$105	\$115
Three Men and a Truck	\$135	\$145
Four Men and a Truck	\$165	\$175
Five Men and a Truck	\$195	\$205
Six Men and a Truck	\$225	\$235

Each Additional Man \$30.00 per man/per hour

Truck and travel fee is based on our travel time from the office to the shipper's location and the shipper's destination back to our office with a one-hour minimum charged at the appropriate hourly rate listed above. Travel time over one hour will be calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment.

Additional trucks over one will be billed at the rates set forth above.

1.2 Minimum Hourly Charges:

If customers cancel within 48 hours of their move, College HUNKS Hauling Junk & Moving will charge the truck and travel minimum. Customers are not charged an additional fee for overtime labor.

Truemove, LLC DBA College HUNKS Hauling Junk & Moving

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) - \$80
- Flat Screen Televisions (41" or above) \$50
- Pool Tables- \$250
- Gun cabinet - \$90
- Steel Gun Cabinet (in excess of 400 lbs.) - \$150
- Hot Tubs, Whirlpools - \$250
- Riding Lawnmowers (fuel and oil removed by the customer)- \$120
- Freezers - \$70
- Golf Carts (hazard materials removed e.g. propane, batteries) \$150
- Piano (see section 2.6)
- Particle Board/Ikea Style Furniture- College Hunks is NOT RESPONSIBLE for these items without a liability waiver

2.2 Elevator or Stair Carry

College HUNKS Hauling Junk & Moving does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges

College HUNKS Hauling Junk & Moving does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery

College HUNKS Hauling Junk & Moving does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

Truemove, LLC DBA College HUNKS Hauling Junk & Moving

2.5 Packing and Unpacking

2.5.1 College HUNKS Hauling Junk & Moving does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials.

2.5.2 College HUNKS Hauling Junk & Moving is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled.

2.6 Piano Charges

Spinnet Piano	\$ 290.00
Large Upright Piano	\$ 380.00
Baby Grand Piano	\$ 440.00
Grand Piano	\$ 590.00

2.7 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.8 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of College HUNKS Hauling Junk & Moving.

2.9 Right to Decline Move

College HUNKS Hauling Junk & Moving reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature.

2.10 Overnight Storage

Overnight storage of a customer's items on a truck will be charged at a rate of \$135 per night.

Truemove, LLC DBA College HUNKS Hauling Junk & Moving

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** If there is damage, notify College HUNKS Hauling Junk & Moving immediately. We will complete a Damage Report before leaving your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. College HUNKS Hauling Junk & Moving must be given reasonable opportunity to inspect damaged items. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine that damage(s) cannot be repaired, customer will be compensated based on the level of coverage chosen.

3.2 Computing Charges

College HUNKS Hauling Junk & Moving rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1 plus additional charges for packing containers and bulky items as provided elsewhere herein.

3.3 Governing Publications

College HUNKS Hauling Junk & Moving rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

College HUNKS Hauling Junk & Moving does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. College HUNKS Hauling Junk & Moving will not accept responsibility for safe delivery of such articles

Truemove, LLC DBA College HUNKS Hauling Junk & Moving

if they come into College HUNKS Hauling Junk & Moving's possession with or without College HUNKS Hauling Junk & Moving's knowledge.

3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of College HUNKS Hauling Junk & Moving's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 Delays

College HUNKS Hauling Junk & Moving shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

College HUNKS Hauling Junk & Moving shall apply the following promotions, in a uniform and nondiscriminatory fashion:

4.1 Military

All active duty military or disabled veterans will be charged the Monday - Thursday rate regardless of the day of the move.

1-888-689-5999 | www.collegehunks.com
 Truemove, LLC is a registered carrier in SC # _____
 USDOT# 3230725/MC# 1012854
 1138 White Horse Rd, Suite L, Greenville, SC 29605

BOL # _____

ORIGIN ADDRESS Address _____ _____ City _____ State _____ Zip _____	Estimate Date _____ Packing Date _____ Move Date _____	Other Svc Date _____ Unpacking Date _____ Delivery Date _____	DESTINATION ADDRESS Address _____ _____ City _____ State _____ Zip _____
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OTHER	
Junk Removal, _____ truckload(s) OR _____ cubic feet at \$ _____	\$ _____
Donation Pickup, _____ truckload(s) OR _____ cubic feet at \$ _____	\$ _____
Labor, _____ hours at \$ _____ per hour	\$ _____

DATE _____ SIGNATURE _____

[illegible]

Truck and Travel Fee	\$
Local Moving	\$
Valuation	\$
Packing and/or Unpacking Labor	\$
Junk Removal	\$
	\$
	\$
	\$
TOTAL CHARGES	\$

DATE X
COLLEGE HUNKS MOVING (CARRIER)

LIABILITY OF THE MOVER: (A) Notwithstanding the value declared, the Mover's liability shall not exceed 60 cents per pound per article for any of the following:

- i) In the event of injury or damage to any fragile articles (articles susceptible to breakage or crushing), the Mover shall be liable only in the amount of 60 cents per pound per article, unless such articles are both packed and unpacked by its employees, and subject to the further condition that such injury or damage is caused by the Mover;
- ii) The Mover may, at its sole discretion, refuse to carry any items, including, but not limited to currency, money, bullion, notes, securities, precious stones, species, silverware, jewelry, watches, pearls, furs, documents, stamps, accounts bills, Deeds, evidences of debt, letters, manuscripts, mechanical drawings, blueprints, records, or other valuable papers, or any article of extraordinary value (items valued in excess of \$100 per pound), and shall only carry such articles when specifically declared in writing, and the additional valuation charges are paid by the Shipper. In the event of a claim related to any such undeclared articles, the Mover shall not be liable for an amount in excess of 60 cents per pound per article, for any reason whatsoever.
- iii) The Mover shall not be charged with the knowledge of the contents of containers or drawers, or condition thereof, which the shipper packed, prepared, scaled, or refuses to open to allow the Mover to inspect, and the Mover shall be liable only in the amount of 60 cents per pound per article for damage, injury, or loss to such containers or the contents thereof;
- iv) The Mover's liability shall not exceed 60 cents per pound per article for the mechanical or electrical malfunction of any articles such as, but not limited to computers and computer equipment, pianos, radios, television sets, video cassette recorders (VCRs), digital video disc (DVD) players, barometers, refrigerators, washers, dryers, phonographs, clocks, air conditioners, whether or not such articles are packed or unpacked by the Mover.

(B) The Mover has the right, shall be immediately notified of, and given an opportunity to inspect all claims for damage, including any concealed and/or external damage to the items and original packing materials.

(C) The Mover's liability with regard to sets or matched pieces shall be limited to repair or replacement, whichever is less, of the lost or damaged pieces only, and shall not extend to repair, replacement, or recovering the entire set, but in no event to exceed the declared value as indicated.

(D) The Mover shall not be liable for loss or damage caused after the property has been delivered to or received for by the consignee or Shipper or the authorized agent of either.

(E) Where the Mover is directed to load property from (or render any services at) a place or places at which the Shipper or its agents is not present, the property shall be at the risk of the Shipper before loading.

(F) Mover will not be liable for the following:

- i) To the extent not caused or aggravated by the Mover, any loss or damage by ordinary wear and tear, leakage, mold, mildew, termites, rodents, vermin, moths, and other insects, rust, tarnish, oxidation, fumigation, heat, change in temperature, or other atmospheric conditions.
- ii) Any loss or damage caused by natural deterioration, inherent vice or defect of the property, or loss, damage, or delay contributed to or caused by acts or omissions of the Shipper, or by acts of war, terrorism, insurrection, nuclear explosion or contamination, strikes, labor disturbances, fire, riots, or by any acts of God, or any cause beyond the Mover's control.

(G) Where the shipment has been released to the Mover at a value not exceeding 60 cents per pound per article as per declaration of value on the face hereof, it is agreed that said property be moved, packed, shipped, forwarded, or otherwise handled with the Mover's liability limited to 60 cents per pound per article. All of the liability in excess of 60 cents per pound per article is solely the Shipper's responsibility with respect to any damage, loss, or delay for any reason whatsoever.

(H) Where the shipment has been released to the Mover at a value in excess of 60 cents per pound per article as per declaration of value on the face hereof, and in consideration of the additional charge for such value scheduled thereon, it is agreed that the Mover's liability shall not exceed the cost of repairing or replacing the property lost or damaged with materials of like kind and quality, whichever is less, not exceeding the actual cash value of the property at the time and place of loss, with due allowance for depreciation or deterioration however caused, but in no event shall the Mover's liability for all loss and damage to the shippers property exceed the value declared by the Shipper, on the face hereof.

2. TERMS OF PAYMENT: The Payments for services and other charges indicated on the Estimate/Order for Service and any Addendums executed in the course of the move are due and payable before the Mover relinquishes possession of your household goods. Charges for any unforeseen and unestimated services or materials required in the course of the move are due and payable upon presentation of invoice. If any charges are not paid when due, interest at the maximum rate allowable by the state law will be charged on all such unpaid balances. Where the Shipper's move is billed to an employer or a party other than the Shipper, the Shipper is liable for all Mover charges if that employer or other party fails to make payment as promised. It is agreed between the Mover and the Shipper that a deposit for services to be rendered as specified on the face of this contract will be treated as liquidated damages and retained by the Mover in the event that the Shipper cancels or breached this Contract for any reason within 48 hrs of service.

3. OWNERSHIP OF GOODS: The Shipper has represented and warranted to the Mover that the Shipper has a lawful possession of, legal right, and authority to tender all of the property herein described, and that there are and will be no liens, mortgages, or encumbrances on said property superior or adverse to the legal right and authority of the Shipper to contract for services. If there be any claims or litigation concerning the property, the Shipper agrees to pay all storage and other charges, and agrees to indemnify the Mover for all costs, expenses, and attorney's fees that the Mover may reasonably incur or become liable to pay in connection therewith. The Mover shall have a lien on said property for all charges and for such costs and expenses.

4. CLAIM FILING / TIME LIMIT / COMPLAINT PROCEDURES: The Mover shall not be liable for the loss or damage to the goods tendered hereunder, or any part thereof, unless a claim is made, in writing, to the address of the Mover listed on the front of this Contract and filed with the Mover within seven (7) days or by calling 800-Junk-USA. The office maintains normal business hours (8 a.m -5 p.m) Monday-Friday. For information on claims status, or to report a complaint, call our office. No claim will be honored until full payment for services has been made. No suit may be instituted by the Shipper against the Mover to recover for claimed loss or damage unless such action is commenced within twelve months after the date of delivery to the Mover or demand thereof is refused.

5. HARMFUL ITEMS: Any party, directly or indirectly, tendering to the Mover any explosives or flammable or dangerous goods, shall be liable for all loss or damage caused by such goods and such goods may be destroyed without compensation.

6. DELIVERY: The Mover will make reasonable efforts to complete delivery and is not responsible if the physical conditions or other special circumstances prevent completion. If the Mover cannot deliver the goods in an ordinary way (by stairs or elevator), there will be an extra charge for hoisting, lowering, or other labor or equipment necessary. The Shipper must make advance arrangements for elevators or other services and pay any charges. The Mover will charge for waiting time caused by lack of sufficient elevator service or any other causes beyond the Mover's control. If no authorized person is present to accept goods at the agreed time, or if orders are incomplete, the Mover will deliver the goods at the Shipper's risk using reasonable judgment.

7. ENTIRE AGREEMENT-SEVERABILITY: The agreement represents the entire Contract between the parties hereto and cannot be modified except in writing, signed by the Shipper and an officer of the Mover, and it shall be deemed to apply to all property of any nature or description which the Mover may now or at any time in the future pack or ship for the Shipper's account. If any paragraph or portion thereof is found to be unenforceable for any reason, it shall not affect the remainder of this Contract, then said Contract shall be fully enforceable and all govern the rights and responsibilities of the parties.